ASPIRA

A NATIONAL ASSOCIATION

ASPIRA of AMERICA, INC. • 1112 16th Street, NW, Suite 2900, Washington, D.C. 20036 • (202) 835-3600

Mr. Aureo F. Andino
Chairperson

Dr. Juan Rosario
National Executive Director

September 3, 1986

Ms. Maria Vizcarrondo-De Soto
Executive Director
ASPIRA of New Jersey, Inc.
106 Halsey Street
2nd. Floor
Newark, NJ 07102

Dear Maria,

Enclosed you will find a copy of the proposed Agreement for the second year of the ASPIRA Public Policy Leadership Program.

If the proposed agreement is acceptable as written, please sign it and return it to me as soon as possible as time is of essence.

If further clarification is needed, please call me Monday, September 8, 1986 in the afternoon or Tuesday, September 9 in the afternoon so that the necessary clarifications may be done.

With regards to the facilitators training date, we are still shooting for the period of the end of September. will have more information by next week.

Best regards.

Sincerely,

Juan Rosario
National Executive
Director

JR:ljc

A G R E E M E N T

AGREEMENT made this day of September of 1986 by and between ASPIRA of America, Inc., a non-profit organization, having its principal office at 1112 16th Street, N.W.,Suite 2900, Washington, D.C. 20036 (hereinafter referred to as the CONTRACTOR) and ASPIRA of New Jersey, Inc., 106 Halsey Street, 2nd Floor, Newark, New Jersey 07102 (hereinafter referred to as the SUB-CONTRACTOR).

SECTION I:PROJECT DESCRIPTION

ASPIRA Public Policy Leadership Program will pursue the goal of the development of a Latino leadership which can effectively perform in the public policy arenas of the local, regional and national levels of the country for the well being of the communities they represent. Inherent in the goals, objectives and program design of this program are some beliefs and perspectives regarding the nature of leadership functioning. We intend that these perspectives become explicated and integrated into the various components of the program. First, the program reinforces a widely held and documented position that community development activities require various people carrying positions of leadership at a variety of levels. Therefore, our program will provide, for youth, a broad view that acknowledges the functioning of Leadership activities at local levels, national levels as well as grass roots levels, as public figures, as employees, as agency heads. In summary, this project:

1. Provides opportunities for Hispanic youth to observe and analyze social, economic, and political issues, problems and interests involved in public policy making arenas, allowing them to acquire the skills and knowledge necessary for assuming responsible and effective adult leadership roles.

2. Provides Hispanic young people with the opportunity for association with and learning from role models who are responsibly and effectively carrying positions of leadership within their communities.

3. Provides opportunities for Hispanic youth to have hands-on and practical experience through internships. Interns will be placed locally and in Washington, D.C.

SECTION II: DUTIES AND RESPONSIBILITIES

In pursuit of the project purposes as described in Section I, the CONTRACTOR and SUB-CONTRACTOR hereby covenant and agree as follows:

1. The official name of the program shall be the ASPIRA Public Policy Leadership Program. The SUB-CONTRACTOR agrees that in the implementation, publicity, preparation of written materials, and in any and all matters related to this program, the program shall be referred to as the ASPIRA Public Policy Leadership Program.

2. The SUB-CONTRACTOR agrees to facilitate, coordinate and implement the local components (Phases I and II) of the project, as follows:

   2.1 Select the local project facilitator and provide resume and other pertinent documents to the CONTRACTOR who will directly contract with facilitator to perform the duties as project consultant for Phases I and II. The local project facilitator will report to the SUB-CONTRACTOR Executive Director or her/his designee. TIMELINE: September 12, 1986.

   2.2 Ensure that local project facilitator participates in training seminar with other project facilitators. The cost related to participation of the local project facilitator will be absorbed by the CONTRACTOR. TIMELINE: September, 1986.

   2.3 Recruit no less than fifteen (15) and no more than twenty-five (25) students to participate in the Phase I of local project in accordance with the program selection criteria (see appendix 1). TIMELINE: October 10, 1986.

   2.4 Implement Phase I of local project in accordance with the curriculum and program plan. Content to be discussed at facilitator training activity. TIMELINE: Begins October 14, 1986 and ends by January 31, 1986.

   2.5 Send completed student application forms to CONTRACTOR. Timeline: October 31, 1986.

   2.6. Provide monthly program and financial reports to CONTRACTOR in accordance with the report outline (See appendices 2 and 3). TIMELINE: November 14, 1986 and the 15th of each month thereafter. Final program and financial reports to be submitted by July 15, 1987.

   2.7 Identify approximately ten (10) potential local internship mentors for assignment of five (5) interns, in accordance with selection criteria (See appendix 4). TIMELINE: November 28, 1986.

   2.8 Identify five (5) leadership intern finalists and two alternates from among Phase I participants for placement into Phase II of local project in accordance with selection criteria (See appendix 5). TIMELINE: January 16, 1987.

2.9 Select five (5) mentors for placement of policy leadership interns, Phase II. The SUB-CONTRACTOR and each of the five (5) mentors shall sign a memorandum of understanding specifying the internship expectations. A format for such memorandum of understanding will be provided by the CONTRACTOR. TIMELINE: January 16, 1987.

2.10 Hold formal graduation ceremonies for graduates of Phase I of local leadership program. TIMELINE: January 17-January 31, 1986.

2.11 Facilitator may be asked to attend a mid-year training seminar to be held in the Washington, D.C. area if funds are available. TIMELINE: January-February, 1987.

2.12 Implement Phase II of local leadership program in accordance with program plan and curriculum (See appendix 6). TIMELINE: February 16 through May 29, 1987.

2.13 SUB-CONTRACTOR shall hold formal graduation ceremonies for graduates of Phase II of local leadership program. TIMELINE: May 15 - May 31, 1987.

2.14 SUB-CONTRACTOR will nominate two candidates, one female and one male, to participate in Phase III of the program to take place in Washington, D.C. during the summer of 1987. The criteria for nomination will be provided to the SUB-CONTRACTOR no later than February, 1987. TIMELINE for submission of candidates: May 29, 1987.

3. The SUB-CONTRACTOR shall undertake local fund raising efforts to supplement this project grant and to continue the project beyond the period of this AGREEMENT in coordination with the CONTRACTOR. The SUB-CONTRACTOR shall also cooperate with the CONTRACTORS's efforts to seek such additional funds.

4. The SUB-CONTRACTOR shall organize a local Public Policy Leadership Program Advisory Council to strengthen local program and financial assistance for the project.

SECTION III: DURATION AND COMPENSATION

1. Phases I and II of the project will be implemented during the period of September 15, 1986 through June 30, 1987. Specific program activity timelines will be finalized during the facilitator training seminar and will form part of this AGREEMENT.

2. Project costs will be paid to the SUB-CONTRACTOR in accordance with the approved budget (See appendix 7). The CONTRACTOR will pay program costs to the SUB-CONTRACTOR in accordance with the following schedule:

2.1 Advance fifty percent (50%) of the total budget to the SUB-CONTRACTOR upon the acceptance of this AGREEMENT.

2.2 Advance an additional twenty-five percent (25%) during the month of January, 1987, upon the submission and acceptance of required program and financial reports. (See appendix 3).

2.3 Advance the final twenty-five percent (25%) during the month of April, 1987, upon the submission and acceptance of required program and financial reports.

2.4 The project facilitator will be compensated directly by the CONTRACTOR under the terms, conditions and compensation stipulated in the attached copy of the contractual agreement (See appendix 8).

2.5 The CONTRACTOR reserves the right to periodically inspect the program and financial records of the SUB-CONTRACTOR project in carrying out its obligation with the funding sources.

SECTION IV: TERMINATION CLAUSE

1. This AGREEMENT may be terminated by the CONTRACTOR whenever:

1.1 the SUB-CONTRACTOR defaults in performance of this AGREEMENT in accordance with its terms (included in the term "default" is, among other things, any failure by the SUB-CONTRACTOR to make progress in the implementation of the work for which it is responsible as described herein and in the appendices, which endangers satisfactory performance of the SUB-CONTRACTOR responsibilities, as well as any failure to hire qualified staff as set forth in Section II, paragraph 2.1, to implement the project), and shall fail to cure such default within a period of thirty days after receipt from the CONTRACTOR of a notice specifying the default, or;

1.2 The funding source, for any reason, terminates its funding of the program.

2. Such termination shall be effected by delivery to the SUB-CONTRACTOR of a "Notice of Termination" specifying the

reason(s) for termination of the AGREEMENT. Upon receipt of a "Notice of Termination" and except as otherwise directed by the CONTRACTOR the SUB-CONTRACTOR shall:

2.1 stop work under the AGREEMENT on the date and to the extent specified in the "Notice of Termination";

2.2 place no further orders with vendors for any materials, services or facilities, except as permitted by the CONTRACTOR;

2.3 terminate all orders and vendors except as permitted by the CONTRACTOR;

2.4 promptly return all unspent funds under the Grant to the CONTRACTOR.

SECTION V: DISPUTE CLAUSE

This agreement shall serve as the basis for the resolution of disagreements between the CONTRACTOR and the SUB-CONTRACTOR. In the event the disagreement is over an issue not covered by this AGREEMENT the dispute procedures as set forth in the ASPIRA Articles of Association shall govern. It is understood and agreed that there shall be no recourse to the Ford Foundation or any other future funding source, regarding the settlement and satisfaction of any contractual and administrative issues respecting implementation and governance of the program.

SECTION VI: RELATIONSHIP OF PARTIES

The parties intend that an independent SUB-CONTRACTOR relationship will be created by this AGREEMENT. The Sub-contractor is not to be considered an employee of the CONTRACTOR for any purpose, and is not entitled to any of the benefits that the CONTRACTOR provides to its employees. In the event of any claims against the CONTRACTOR arising from the program operated by the SUB-CONTRACTOR under the Grant, the SUB-CONTRACTOR shall indemnify and hold the CONTRACTOR harmless for any debts or other obligations incurred in connection therewith.

SECTION VII: SUB-CONTRACTOR'S DUTY TO COMPLY WITH LAWS

The SUB-CONTRACTOR agrees to comply with all federal, state and municipal laws, rules and regulations that are now or may in the future become applicable to the SUB-CONTRACTOR.

SECTION VIII: CONTRACTS WITH OTHER PARTIES

It is understood and agreed that any contracts entered into by the SUB-CONTRACTOR in connection with the project must first be submitted to the CONTRACTOR for review.

SECTION IX: DISALLOWED COSTS

Any costs incurred by the SUB-CONTRACTOR and not allowable within the approved budget will the sole and exclusive responsibility of the SUB-CONTRACTOR.

SECTION X: BUDGET MODIFICATIONS

The SUB-CONTRACTOR may request modifications to the approved budget. Such requests and approval must be in writing. These modifications may not constitute a change in the scope or objectives of the program.

SECTION XI: AGREEMENT MODIFICATIONS

The document, and the appendices, contains the entire AGREEMENT between the parties. It may be modified only in writing, executed and signed by both parties.

Dated this [date].

ASPIRA OF AMERICA, INC.

_____ By: _____
Witness Juan Rosario
National Executive Director
ASPIRA of America, Inc.

_____ By: _____
Witness SUB-CONTRACTOR

APPENDIX 1

Criteria for Phase I Participants

No fewer than fifteen (15) nor more than twenty-five (25) students should be selected according to the following criteria:

- complete application form submitted;
- two letters of recommendation received from persons in leadership positions who know the applicant;
- evidence of leadership performance or potential;
- a commitment to community development;
- availability of time;
- skills in working with others;
- self confidence and poise;
- maturity;
- sense of direction and purpose, and;
- intelligence.

APPENDIX 2

Monthly Program Report Outline

Briefly describe activities undertaken and program achievements during the previous month in regard to the following:

- number of students applying to the program;
- selection process for Phase I program participants;
- information on new program participants (name, age, sex, other relevant information);
- activities, workshops, seminars undertaken (topic, number of participants, name and title of presenters);
- curriculum topics covered;
- local internship sites/mentors identified;
- selection process for local internship sites/mentors;
- information on local mentors (name, title, address, other relevant information);
- selection process for Phase II program participants (name, age, sex, other relevant information);
- status of local fundraising efforts, and;
- status of local Public Policy Advisory Council.

APPENDIX 3

ASPIRA Public Policy Leadership Program
ASPIRA of New Jersey, Inc.
Monthly Expenditure Report
1986-87

EXPENDITURE REPORT

	A Ttl Approved Budget	B Current Mo. Expenditure	C Cumulative Expenditure	D Budget Balance A-C
Personnel Cost:				
Program Director	4,013			
Fringe Benefits	514			
Total Personnel Cost	4,527			
Program Cost:				
Space Cost	975			
Materials & Supplies	371			
Telephone	840			
Travel	1,040			
Program/Club Activities	728			
Stipends-Students	3,000			
Equipment Rental	450			
Postage	180			
Total Program Cost	7,584			
Total Direct Cost	12,111			
Total Indirect Cost	1,200			
Total Project Cost	13,311			

PREPARED BY: _____ DATE: _____

CERTIFIED BY: _____ DATE: _____

NOTE: (1) Supporting evidence of disbursement must be attached.
(2) Facilitator's fee of $3,000 will be paid by ASPIRA of America, Inc.

APPENDIX A

ASPIRA Public Policy Leadership Program
ASPIRA of New Jersey, Inc.
Advance Request
1986-87

MONTHLY ADVANCE REQUEST

	A Ttl Approved Budget	B Current Request	C Unadjusted Cumul. Exp.	D Budget Balance A-C
	13,311			
Total	13,311			

NOTE: Facilitator's fee of $3,000 will be paid by ASPIRA of America, Inc.

APPENDIX 4

Selection criteria for internship mentors

Ten (10) mentors should be identified in order to select five (5) according to the following criteria:

- work in the public policy-making arena;
- availability and willingness to provide personal attention to an intern who will be under his/her direct supervision;
- planned internship activities that further the objectives of the Public Policy Leadership Program;
- community's respect and knowledge of the mentor;
- mentor's stability in current position, and;
- convenience of site for transportation.

APPENDIX 5

Selection criteria for Phase II participants

Five (5) students should be selected along with two (2) alternates according to the following criteria:

- Graduates Phase I;
- demonstrate outstanding performance in the mastery of content in Phase I;
- the ability to responsibly and positively carry leadership roles that influence others;
- demonstrate evidence of maturity;
- have a sense of self as a person able to influence others, and;
- demonstrated self-motivation, organization, and ability to follow through.

APPENDIX 6

Program Plan and Curriculum Outline

COMPONENT	DESCRIPTION
Core Content (First phase of particpant learning- after school program)	Structured educational sessions during the Fall semester for 15 participants; organized and conducted by local staff. Content to consist of other community persons and field trips designed to be supportive of classroom learning. Core content will cover such areas as: concepts of leadership; styles of leadership; concepts of community; functions of cummunity; community issues and dyfunctioning; definitions of policy; policy development, analysis and evaluation; organizational functioning; systems theory; nature and functions of research; group functioning ·
Field Experiences (throughout the participant's educational program	Planned field experiences (trips to selected sites; attendance at meetings; meetings with significant persons; library projects; research projects) to reinforce core content learning; allow participants to gain a greater knowledge base; to provide exposure for participants; provide opportunities for testing themselves; provide occasions for participants to observe and analyze various leadership performances, policy making settings and group interactions.
Local Internships (Spring Semester of educational program - after school program)	Internships organized at the local level based on their learning potential; internships that offer participants an opportunity to observe and learn from leaders of their learning potential; internships that offer participants an opportunity to observe and learn from leaders of their community; to test themselves and learn through

Program Plan and Curriculum Outline

COMPONENT	DESCRIPTION
	participation in a carefully selected internship. (5 from each site). Youth may enter two or more internship sites.
National Internship (Summer Semester of educational program)	Ten internships organized and supervised by ASPIRA's National Office; internships in national Hispanic organizations and other national organizational and policy making arenas.
Youth Participation in Organization of a National Conference (end of summer semester internship)	A culminating educational experience that pulls together the learning of 10 participants who have completed the total 38 week program as they assume responsibility for major tasks of organizing Hispanic youth for participation in a national conference; an opportunity to work with ASPIRA staff and use learned skills of organizing, public speaking, debating, administration and management. The graduate participants are invited to attend and participate in these activities.
Seminars and Workshops (throughout the participants' internships in the educational program)	Educational experiences organized while youth are working in their internships; supportive activities to provide back up support while internships proceed; handle problems developing from internships; special feature activities; special guest presentations; provide forum for discussion of current issues and events.

APPENDIX 7

ASPIRA of New Jersey, Inc.
Public Policy Leadership Program - Transfers
Expenditure Budget
September 1, 1986 to August 31, 1987

Personnel Cost:	
Program Director	4,013
Fringe Benefits	514
Total Personnel Cost	4,527
Program Cost:	
Space Cost	975
Materials & Supplies	371
Telephone	840
Travel	1,040
Program/Club Activities	728
Stipends-Students	3,000
Equipment Rental	450
Postage	180
Total Program Cost	7,584
Total Direct Cost	12,111
Total Indirect Cost	1,200
Total Project Cost	13,311

NOTE: Facilitators fee of $3,000 will be paid directly by ASPIRA of America, Inc. is not included in the budget.

APPENDIX 8

Sample Contract for Project Facilitator

C O N T R A C T

CONTRACT made this 2nd day of September of 1986 by and between ASPIRA of America, Inc., a non-profit organization, having its principal office at 1112 16th Street, Suite 2900, Washington, DC 20036 (hereinafter referred to as ASPIRA National) and (1), whose mailing address is (2), (3) (hereinafter referred to as the CONSULTANT).

ASPIRA National and CONSULTANT hereby covenant and agree as follows:

1. DUTIES

ASPIRA National shall contract (1) to perform duties as CONSULTANT. The duties of the CONSULTANT entail the implementation of the agreement between ASPIRA of America, Inc. and (variable - name of Sub-contractor):

A copy of the agreement is appended hereto and made part of this contract.

The CONSULTANT shall report to the chief executive of the subcontractor agency or his/her designee for day-to-day activities. Project monitoring will be shared with the ASPIRA National Executive Director or his designee.

2. TENURE AND COMPENSATION

ASPIRA National shall contract the CONSULTANT for a period commencing on the 2nd day of September 1986 through the 27th day of June 1987. For all consulting services rendered by the CONSULTANT, ASPIRA National shall pay $3,000.

3. INDEPENDENT CONTRACTOR

The CONSULTANT is retained and employed by ASPIRA National only for the purposes and extent set forth in this consultant AGREEMENT, and relation of the CONSULTANT to ASPIRA National during the tenure set above shall be that of an independent contractor. CONSULTANT will not be considered under the provisions of this AGREEMENT, or

otherwise, as having an employee status, or as being entitled to participate in any plans or agreements pertaining to or in connection with any health plan, pension plan, insurance benefits, fringe benefits, or similar benefits with ASPIRA National's regular employees.

In addition, ASPIRA National shall not be responsible for making Federal Social Security, Federal and State Income Tax, any any other deduction as required by law.

4. DISCLOSURE OF INFORMATION

The CONSULTANT recognizes and acknowledges that he will be given access, from time to time, to information that is confidential, valuable, special, and unique to ASPIRA National. CONSULTANTS agrees that they will not, during or after the term of this AGREEMENT, disclose any information or documents made available to him in the capacity as CONSULTANT to ASPIRA National, to any person, firm corporation or other entity for any reason or purpose whatsoever without previous written authorization from the National Executive Director or his designee.

5. NOTICE

This AGREEMENT may be terminated at any time by either party, giving thirty (30) calendar days written notice to the other party of the intention to terminate the AGREEMENT, without prejudicing the right of ASPIRA National to retain the services of the CONSULTANT during the thirty (30) day period or the CONSULTANT's right to receive payment during said period. If ASPIRA National considers it in the best interest of the service, it has the option to waive utilization of services of the CONSULTANT during the notice period without renouncing the responsibility to the CONSULTANT for said period.

6. GENERAL TERMINATION

The negligent discharge or abandonment of the duties as set forth herein or improper behaviors, shall constitute a breach of the AGREEMENT, which entitles ASPIRA National to terminate this AGREEMENT forthwith and shall, without limitation to any other rights herein established, release and discharge ASPIRA National from any other obligation or liability hereunder.

This document contains the entire CONSULTANT AGREEMENT between the parties. It may not be modified orally, but only by an agreement in writing, executed and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in Washington, D.C. as of the day and year first written above.

Dr. Juan Rosario
National Executive Director
ASPIRA of America, Inc.

ACCEPTED:

(1)